

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,**

Plaintiff,

v.

**DRIVE PLANNING, LLC and
RUSSELL TODD BURKHALTER,**

Defendants,

and

**JACQUELINE BURKHALTER,
THE BURKHALTER RANCH,
DRIVE PROPERTIES, LLC, TBR
SUPPLY HOUSE, INC., and DRIVE
GULFPORT PROPERTIES,**

Relief Defendants.

Civil Case No.:

1:24-cv-3583-VMC

**ANSWER OF DEFENDANT RUSSELL TODD BURKHALTER
TO PLAINTIFF'S COMPLAINT**

COMES NOW Defendant Russell Todd Burkhalter, by and through his
counsel, and answers Plaintiff's Complaint as follows:

1. Defendant denies the allegations contained in Paragraph 1 of Plaintiff's Complaint.

2. Defendant denies the allegations contained in Paragraph 2 of Plaintiff's Complaint.

3. Defendant denies the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. Defendant denies the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. Defendant admits that Drive Planning voluntarily shut down the REAL program in June 2024, that Defendant Burkhalter is a signatory on various bank accounts, and that he recently entered into a divorce settlement agreement that is not finalized. Defendant denies any and all remaining allegations contained in Paragraph 5 of Plaintiff's Complaint.

6. Defendant denies the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. Defendant denies the allegations contained in Paragraph 7 of Plaintiff's Complaint.

8. Defendant denies the allegations contained in Paragraph 8 of Plaintiff's Complaint.

9. Defendant denies the allegations contained in Paragraph 9 of Plaintiff's Complaint.

10. The allegations in Paragraph 10 appear to state legal conclusions to which no response is required. To the extent a response is required, Defendant lacks knowledge and information sufficient to form a belief as to the truth of the allegations in the paragraph.

11. Defendant admits the allegations contained in Paragraph 11 of Plaintiff's Complaint.

12. Defendant denies the allegations contained in Paragraph 12 of Plaintiff's Complaint except to the extent that specific transactions, acts, practices, and courses of business alleged in this Complaint are admitted which involve use of the mails and the means and instrumentalities of interstate commerce.

13. Defendant admits that Defendant Drive Planning's principal place of business is located in this judicial district, and certain lenders to the REAL program reside in this judicial district, but denies any and all remaining allegations contained in Paragraph 13 of Plaintiff's Complaint.

14. Defendant denies the allegations contained in Paragraph 14 of Plaintiff's Complaint.

15. Defendant admits he is a resident of St. Petersburg, Florida and is the owner of Drive Planning. He further admits that he formerly held a Series 65

securities license, but denies any and all remaining allegations contained in Paragraph 15 of Plaintiff's Complaint.

16. Defendant admits that Drive Planning is a Georgia limited liability company that he formed in 2015 and that he was the organizer and registered agent when it was formed. He further admits that the most recent annual registration lists offices at 8000 Avalon Boulevard in Alpharetta, Georgia, but denies any and all remaining allegations contained in Paragraph 16 of Plaintiff's Complaint.

17. Defendant admits that Jacqueline Burkhalter is a resident of Blue Ridge, Fannin County, Georgia. Defendant also admits that she is his wife, but denies any and all remaining allegations contained in Paragraph 17 of Plaintiff's Complaint.

18. Defendant admits the allegations contained in Paragraph 18 of Plaintiff's Complaint.

19. Defendant admits the allegations contained in Paragraph 19 of Plaintiff's Complaint.

20. Defendant admits the allegations contained in Paragraph 20 of Plaintiff's Complaint.

21. Defendant admits the allegations contained in Paragraph 21 of Plaintiff's Complaint.

22. Defendant admits that Drive Planning began offering the Real Estate Acceleration Loan program to potential lenders in 2020, but denies any and all remaining allegations contained in Paragraph 22 of Plaintiff's Complaint.

23. Defendant admits that Drive Planning provided certain materials to potential lenders describing the REAL program, but denies any and all remaining allegations contained in Paragraph 23 of Plaintiff's Complaint.

24. Defendant denies the allegations contained in Paragraph 24 of Plaintiff's Complaint.

25. Defendant admits that Drive Planning accepted loans pursuant to the REAL program nationwide and from international lenders, but denies any and all remaining allegations contained in Paragraph 25 of Plaintiff's Complaint.

26. Defendant admits that documentation regarding the REAL program was provided to prospective lenders via U.S. mail, email, on Drive Planning's website, and hardcopy, but denies any and all remaining allegations contained in Paragraph 26 of Plaintiff's Complaint.

27. Defendant denies the allegations contained in Paragraph 27 of Plaintiff's Complaint.

28. Defendant admits that some of the funds loaned to Drive Planning pursuant to the REAL program would then be loaned to property developers or used

to enter into joint ventures with property developers to generate profits, but denies any and all remaining allegations contained in Paragraph 28 of Plaintiff's Complaint.

29. Defendant denies the allegations contained in Paragraph 29 of Plaintiff's Complaint.

30. Defendant admits that Drive Planning received its first REAL loan in or around September 2020, but denies any and all remaining allegations contained in Paragraph 30 of Plaintiff's Complaint.

31. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's Complaint, and therefore denies the same.

32. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's Complaint, and therefore denies the same.

33. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of Plaintiff's Complaint, and therefore denies the same.

34. Defendant admits that the chart contained in Paragraph 34 of Plaintiff's Complaint appears to be a visual depiction of the allegations contained in Paragraphs 30 – 33 of Plaintiff's Complaint, but denies any and all remaining allegations contained in Paragraph 34 of Plaintiff's Complaint.

35. Defendant denies the allegations contained in Paragraph 35 of Plaintiff's Complaint.

36. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of Plaintiff's Complaint, and therefore denies the same.

37. Defendant admits that he paid some amount of money to an RV center but denies any and all remaining allegations contained in Paragraph 37 of Plaintiff's Complaint.

38. Defendant admits that he paid some amount of money for RV-related expenses, but denies any and all remaining allegations contained in Paragraph 38 of Plaintiff's Complaint.

39. Defendant admits that he sent funds to the law firm identified, but denies any and all remaining allegations contained in Paragraph 39 of Plaintiff's Complaint.

40. Defendant admits the allegations contained in Paragraph 40 of Plaintiff's Complaint.

41. Defendant admits that the chart contained in Paragraph 41 of Plaintiff's Complaint appears to be a visual depiction of the allegations contained in Paragraphs 36 - 39 of Plaintiff's Complaint, but denies any and all remaining allegations contained in Paragraph 41 of Plaintiff's Complaint.

42. Defendant admits that Drive Planning paid commissions to financial advisors, but denies any and all remaining allegations contained in Paragraph 42 of Plaintiff's Complaint.

43. Defendant admits that Drive Planning paid commissions to financial advisors, but denies any and all remaining allegations contained in Paragraph 43 of Plaintiff's Complaint.

44. Defendant denies the allegations contained in Paragraph 44 of Plaintiff's Complaint.

45. Defendant admits that Drive Planning has two clubs for top performers and Defendant admits that Drive Planning paid commissions to financial advisors, but denies any and all remaining allegations contained in Paragraph 45 of Plaintiff's Complaint.

46. Defendant denies the allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. Defendant denies the allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. Defendant admits that certain financial advisors received international trips, but denies any and all remaining allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. Defendant admits that Drive Planning received loans made via the REAL program and that those loans were tracked by Drive Planning, but denies any and all remaining allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. Defendant denies the allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. Defendant admits that Drive Planning tracked loans made via the REAL program, but denies any and all remaining allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. Defendant admits that Drive Planning transferred funds to ADP, but denies any and all remaining allegations contained in Paragraph 52 of Plaintiff's Complaint.

53. Defendant denies the allegations contained in Paragraph 53 of Plaintiff's Complaint.

54. Defendant denies the allegations contained in Paragraph 54 of Plaintiff's Complaint.

55. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of Plaintiff's Complaint, and therefore denies such allegations.

56. Defendant denies the allegations contained in Paragraph 56 of Plaintiff's Complaint.

57. Defendant admits that Drive Planning provided lenders an opportunity to renew their loans to Drive Planning or receive repayment of their loans, but denies any and all remaining allegations contained in Paragraph 57 of Plaintiff's Complaint.

58. Defendant admits that Drive Planning did not disclose the statements alleged contained in Paragraph 58 of Plaintiff's Complaint, but denies any and all remaining allegations contained in Paragraph 58 of Plaintiff's Complaint.

59. Defendant admits that Drive Planning received loans via the REAL program, but lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 59 of Plaintiff's Complaint, and therefore denies such allegations.

60. Defendant denies the allegations contained in Paragraph 60 of Plaintiff's Complaint.

61. Defendant denies the allegations contained in Paragraph 61 of Plaintiff's Complaint.

62. Defendant admits that Drive Planning received loans via the REAL program, but lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 62 of Plaintiff's Complaint, and therefore denies such allegations.

63. Defendant denies the allegations contained in Paragraph 63 of Plaintiff's Complaint.

64. Defendant denies the allegations contained in Paragraph 64 of Plaintiff's Complaint.

65. Defendant denies the allegations contained in Paragraph 65 of Plaintiff's Complaint.

66. Defendant denies the allegations contained in Paragraph 65 of Plaintiff's Complaint.

67. Defendant denies the allegations contained in Paragraph 67 of Plaintiff's Complaint.

68. Defendant admits that Drive Planning transferred funds to purchase a boat, but denies any and all remaining allegations contained in Paragraph 68 of Plaintiff's Complaint.

69. Defendant denies the allegations contained in Paragraph 69 of Plaintiff's Complaint.

70. Defendant admits the allegations contained in Paragraph 70 of Plaintiff's Complaint.

71. Defendant admits Paragraph 71 contains a photo of the boat.

72. Defendant denies the allegations contained in Paragraph 72 of Plaintiff's Complaint.

73. Defendant denies the allegations contained in Paragraph 73 of Plaintiff's Complaint.

74. Defendant admits that purchases of various clothing, jewelry and beauty treatments were made, but denies any and all remaining allegations contained in Paragraph 74 of Plaintiff's Complaint.

75. Defendant admits that money was spent on travel, but denies any and all remaining allegations contained in Paragraph 75 of Plaintiff's Complaint.

76. Defendant denies the allegations contained in Paragraph 76 of Plaintiff's Complaint.

77. Defendant admits that money was spent on transportation, but denies any and all remaining allegations contained in Paragraph 77 of Plaintiff's Complaint.

78. Defendant admits that Drive Planning transferred funds to, and received funds from, Coinbase, but denies any and all remaining allegations contained in Paragraph 78 of Plaintiff's Complaint.

79. Defendant admits that a large barn was built in Mineral Bluff, Georgia to be used as an event venue, but denies any and all remaining allegations contained in Paragraph 79 of Plaintiff's Complaint.

80. Defendant denies the allegations contained in Paragraph 80 of Plaintiff's Complaint.

81. Defendant denies the allegations contained in Paragraph 81 of Plaintiff's Complaint.

82. Defendant denies the allegations contained in Paragraph 82 of Plaintiff's Complaint.

83. Defendant denies the allegations contained in Paragraph 83 of Plaintiff's Complaint.

84. Defendant denies the allegations contained in Paragraph 84 of Plaintiff's Complaint.

85. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 of Plaintiff's Complaint, and therefore denies the same.

86. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 86 of Plaintiff's Complaint, and therefore denies the same.

87. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 87 of Plaintiff's Complaint, and therefore denies the same.

88. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 88 of Plaintiff's Complaint, and therefore denies the same.

89. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 89 of Plaintiff's Complaint, and therefore denies the same.

90. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 90 of Plaintiff's Complaint, and therefore denies the same.

91. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 91 of Plaintiff's Complaint, and therefore denies the same.

92. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 92 of Plaintiff's Complaint, and therefore denies the same.

93. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 93 of Plaintiff's Complaint, and therefore denies the same.

94. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 of Plaintiff's Complaint, and therefore denies the same.

95. Defendant admits the allegations contained in Paragraph 95 of Plaintiff's Complaint.

96. Defendant admits the allegations contained in Paragraph 96 of Plaintiff's Complaint.

97. Defendant admits the allegations contained in Paragraph 97 of Plaintiff's Complaint except to the extent that it is described as an investment, which is denied.

98. Defendant admits the allegations contained in Paragraph 98 of Plaintiff's Complaint except to the extent that it is described as an investment, which is denied.

99. Defendant admits that he did not disclose the statements alleged contained in Paragraph 99 of Plaintiff's Complaint, but denies any and all remaining allegations contained in Paragraph 99 of Plaintiff's Complaint.

100. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 100 of Plaintiff's Complaint, and therefore denies the same.

101. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 101 of Plaintiff's Complaint, and therefore denies the same.

102. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 102 of Plaintiff's Complaint, and therefore denies the same.

103. Defendant admits the allegations contained in Paragraph 103 of Plaintiff's Complaint.

104. Defendant admits the allegations contained in Paragraph 104 of Plaintiff's Complaint.

105. Defendant denies the allegations contained in Paragraph 105 of Plaintiff's Complaint.

106. Defendant denies the allegations contained in Paragraph 106 of Plaintiff's Complaint.

107. Defendant denies the allegations contained in Paragraph 107 of Plaintiff's Complaint.

108. Defendant admits that loans were collateralized, but denies any and all remaining allegations contained in Paragraph 108 of Plaintiff's Complaint.

109. Defendant denies the allegations contained in Paragraph 109 of Plaintiff's Complaint.

110. Defendant admits that he did not disclose the statements alleged contained in Paragraph 110 of Plaintiff's Complaint, but denies any and all remaining allegations contained in Paragraph 110 of Plaintiff's Complaint.

111. Defendant admits that he did not disclose the statements alleged contained in Paragraph 111 of Plaintiff's Complaint, but denies any and all remaining allegations contained in Paragraph 111 of Plaintiff's Complaint

112. Defendant admits that he told REAL lenders that real estate collateralized Drive Planning's debts, but denies any and all remaining allegations contained in Paragraph 112 of Plaintiff's Complaint.

113. Defendant admits the allegations contained in Paragraph 113 of Plaintiff's Complaint.

114. Defendant admits that the document referenced in Paragraph 114 includes the quotation contained in Paragraph 114 of Plaintiff's Complaint.

115. Defendant denies the allegations contained in Paragraph 115 of Plaintiff's Complaint.

116. Defendant denies the allegations contained in Paragraph 116 of Plaintiff's Complaint.

117. Defendant denies the allegations contained in Paragraph 117 of Plaintiff's Complaint.

118. Defendant denies the allegations contained in Paragraph 118 of Plaintiff's Complaint.

119. Defendant denies the allegations contained in Paragraph 119 of Plaintiff's Complaint.

120. Defendant denies the allegations contained in Paragraph 120 of Plaintiff's Complaint.

121. Defendant denies the allegations contained in Paragraph 121 of Plaintiff's Complaint.

122. Defendant admits that he is married to Jacqueline Burkhalter, but denies any and all remaining allegations contained in Paragraph 122 of Plaintiff's Complaint.

123. Defendant admits that fund were used to purchase real estate that was titled in the names of Todd and Jacqueline Burkhalter, but denies any and all remaining allegations contained in Paragraph 123 of Plaintiff's Complaint.

124. Defendant admits the allegations contained in Paragraph 124 of Plaintiff's Complaint.

125. Defendant denied the allegations contained in Paragraph 125 of Plaintiff's Complaint.

126. Defendant admits the allegations contained in Paragraph 126 of Plaintiff's Complaint.

127. Defendant admits that Jacqueline Burkhalter received funds from Drive Planning and The Burkhalter Ranch. Defendant lacks information and knowledge sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 127 of Plaintiff's Complaint, and therefore denies the same.

128. Defendant denies the allegations contained in Paragraph 128 of Plaintiff's Complaint.

129. Defendant denies the allegations contained in Paragraph 129 of Plaintiff's Complaint.

130. Defendant denies the allegations contained in Paragraph 130 of Plaintiff's Complaint.

131. Defendant denies the allegations contained in Paragraph 131 of Plaintiff's Complaint.

132. Defendant denies the allegations contained in Paragraph 132 of Plaintiff's Complaint.

133. Defendant denies the allegations contained in Paragraph 133 of Plaintiff's Complaint.

134. Defendant denies the allegations contained in Paragraph 134 of Plaintiff's Complaint.

135. Defendant denies the allegations contained in Paragraph 135 of Plaintiff's Complaint.

136. Defendant denies the allegations contained in Paragraph 136 of Plaintiff's Complaint.

137. Defendant denies the allegations contained in Paragraph 137 of Plaintiff's Complaint.

138. Defendant admits the allegations contained in Paragraph 138 of Plaintiff's Complaint.

139. Defendant denies the allegations contained in Paragraph 139 of Plaintiff's Complaint.

140. Defendant denies the allegations contained in Paragraph 140 of Plaintiff's Complaint.

141. Defendant denies the allegations contained in Paragraph 141 of Plaintiff's Complaint.

142. Defendant denies the allegations contained in Paragraph 142 of Plaintiff's Complaint.

COUNT I

143. Defendant incorporates by reference the responses contained in Paragraphs 1 through 142 of his Answer fully and completely as if set forth herein.

144. Defendant denies the allegations contained in Paragraph 144 of Plaintiff's Complaint.

145. Defendant denies the allegations contained in Paragraph 145 of Plaintiff's Complaint.

146. Defendant denies the allegations contained in Paragraph 146 of Plaintiff's Complaint.

COUNT II

147. Defendant incorporates by reference the responses contained in Paragraphs 1 through 146 of his Answer fully and completely as if set forth herein.

148. Defendant denies the allegations contained in Paragraph 148 of Plaintiff's Complaint.

149. Defendant denies the allegations contained in Paragraph 149 of Plaintiff's Complaint.

COUNT III

150. Defendant incorporates by reference the responses contained in Paragraphs 1 through 149 of his Answer fully and completely as if set forth herein.

151. Defendant denies the allegations contained in Paragraph 151 of Plaintiff's Complaint.

152. Defendant denies the allegations contained in Paragraph 152 of Plaintiff's Complaint.

153. Defendant denies the allegations contained in Paragraph 153 of Plaintiff's Complaint.

COUNT IV

154. Defendant incorporates by reference the responses contained in Paragraphs 1 through 153 of his Answer fully and completely as if set forth herein.

155. Defendant denies the allegations contained in Paragraph 155 of Plaintiff's Complaint.

156. Defendant denies the allegations contained in Paragraph 156 of Plaintiff's Complaint.

COUNT V

157. Defendant incorporates by reference the responses contained in Paragraphs 1 through 156 of his Answer fully and completely as if set forth herein.

158. Defendant denies the allegations contained in Paragraph 158 of Plaintiff's Complaint.

159. Defendant denies the allegations contained in Paragraph 159 of Plaintiff's Complaint.

PRAYER FOR RELIEF

Defendant denies that Plaintiff is entitled to any relief.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

Plaintiff's Complaint fails to state a claim on which relief can be granted.

SECOND DEFENSE

Defendant acted in honest and reasonable reliance on the advice and experience of others as to matters within the area of their expertise and experience.

THIRD DEFENSE

The headings in Plaintiff's Complaint are not allegations requiring a response, but to the extent they are treated as allegations, they are denied.

FOURTH DEFENSE

Defendant denies all allegations in the Plaintiff's Complaint unless expressly

admitted herein.

FIFTH DEFENSE

Defendant has submitted this Answer to the Complaint, by and through his counsel, and has not waived his right to assert his Fifth Amendment privilege.

SIXTH DEFENSE

Defendant reserves the right to plead additional affirmative defenses as this case proceeds into discovery.

JURY TRIAL DEMAND

Defendant hereby demands a trial by jury in this matter.

Respectfully submitted, this 22d day of October, 2024.

/s/ Aaron M. Danzig

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Counsel for Defendant Todd Burkhalter

CERTIFICATE OF COMPLIANCE AND SERVICE

Counsel for Defendant Todd Burkhalter certifies that this document has been prepared with one of the font and point selections approved by the Court in LR 5.1, NDGa, namely, Times New Roman, 14 point. Counsel further certifies that this document was electronically filed with the Clerk of Court using the using the CM/ECF system, which will send notification of such filing to all counsel of record.

This 22d day of October 2024.

/s/ Aaron M. Danzig

Aaron M. Danzig

GA Bar No. 205151